

# TIME CERTIFICATE OF DEPOSIT

Financial Institution: BRIGHTON BANK RTH TEMPLE OFFICE  
940 West North Temple, Salt Lake City, UT 84116

Number:

Account Name: ANDREW D. EDWARDS or NATURAL RES. STATE OF UTAH DEPT

Account Number	Issue Date	Deposit Amount	Maturity Date
	January 21, 1994	\$5,000.00	July 21, 1994

**Rate Information:** This account is an interest bearing account. The interest rate paid on the entire balance in the account will be 3.00% with an annual percentage yield of 3.03%.

The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until July 21, 1994. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly. Interest will be credited to the account quarterly. Interest on your account will be credited by adding the interest to the principal.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 for each day in the year. You must maintain a minimum balance of \$500.00 to obtain the disclosed annual percentage yield.

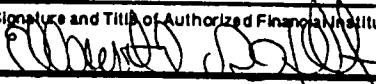
**Limitations:** You must deposit \$500.00 to open this account. You may not make additional deposits into this account. You may not make withdrawals from your account until the maturity date.

**Time Account Information:** Your account will mature on July 21, 1994. If you withdraw any of the principal before the maturity date we may impose a penalty of the following: if the original term of this certificate is more than 31 days but less than or equal to 1 year, the penalty will be the loss of 1 month's simple interest on the amount withdrawn. A \$50 closing fee will be applied on all IRA accounts. We will first collect this penalty from any earned but unpaid interest and then from the principal withdrawn. exceptions: we are permitted to waive the above penalties if: (1) any account owner dies or is declared incompetent; (2) this is an IRA or Keogh account and you are at least 59 1/2 years of age or disabled at the time of the request; (3) this is an IRA or Keogh account and the request is made within 7 days of establishing the account. (In this case, the penalty will be the forfeiture of all the interest earned since the creation of the account, on the amount withdrawn.). The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. This account will automatically renew. You will have 10 days after the maturity date to withdraw funds without penalty.

**Account Fees:** The following fee applies to this account: Research Time: \$20.00 per hour/\$4.00 per copy 1 to 5 copies; \$2.00 per copy 6 to 20 copies; \$1.00 per copy 21 to 50 copies and .20 per copy over 50 copies. A minimum \$20.00 per hour fee if the date of the statement or item requested exceeds one year..

NON TRANSFERABLE - NON NEGOTIABLE

Signature and Title of Authorized Financial Institution Signer



## TIME CERTIFICATE OF DEPOSIT AGREEMENT

We appreciate your decision to open a time certificate of deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Certificate of Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncash items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

**INTEREST RATE.** The interest rate is the annual rate of interest paid on an account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

**AUTOMATIC RENEWAL POLICY.** If you have an Automatic Renewal feature, the principal amount and all paid earned interest that has not been withdrawn, will automatically renew on each Maturity Date for an identical period of time as the original deposit term. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

**EARLY WITHDRAWAL PENALTY.** You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

**Minimum Required Penalty.** The Minimum Required Penalty is equal to seven (7) days' interest. If an amount in excess of the Minimum Required Penalty is specified, the early withdrawal penalty will be calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account.

**Exceptions.** We may allow the withdrawal of all or part of your Account before the Maturity Date without imposing an early withdrawal penalty in the following circumstances: (1) one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; (2) where the Account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after establishment; or where the Account is a Keogh Plan (Keogh), provided that you forfeit an amount at least equal to the interest earned on the amount withdrawn; or where the Account is an IRA or Keogh and you attain age 59 1/2 or become disabled; or (3) within an applicable grace period (if any).

**RIGHT OF SETOFF.** Subject to applicable law, we may exercise our right of setoff against this and any and all of your Accounts (except IRA, KEOGH and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, or other obligations.

**OTHER ACCOUNT RULES.** The following rules also apply to your Account.

**Surrender of Instrument.** We may require you to endorse and surrender this Agreement to us when you withdraw funds, transfer or close your Account. If you lose this Agreement, you agree to sign an affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

**Death of Account Holder.** Each Account Holder agrees to notify us immediately upon the death of any other Account Holder. You agree that we may hold the funds in your Account until we have received all required documentation and instructions.

**Indemnity.** If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.